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Attorneys for Plaintiff  
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

AMEC ENVIRONMENT &  
INFRASTRUCTURE, INC.,

Plaintiff,

v.

SPECTRUM SERVICES GROUP, INC.,

Defendant.

CASE NO. 13-cv-04059-WHO

**STIPULATION BETWEEN AMEC  
ENVIRONMENT & INFRASTRUCTURE,  
INC. AND SPECTRUM SERVICE  
GROUP TO RESOLVE MOTION TO  
STAY ARBITRATION; ORDER  
THEREON**

WHEREAS, on September 3, 2013, Plaintiff AMEC Environment & Infrastructure, Inc. (“AMEC”) filed its Notice of Motion and Motion to Stay Arbitration;

WHEREAS, AMEC and defendant Spectrum Services Group, Inc. (“SSG”), have met and conferred through their respective counsel regarding the motion;

AMEC and SSG now stipulate that:

(1) AMEC and SSG request an Order from the court staying arbitration pending this Court’s ruling on Count 3 of AMEC’s claim for relief in the complaint (Declaratory judgment that

STIPULATION BETWEEN AMEC ENVIRONMENT & INFRASTRUCTURE, INC. AND  
SPECTRUM SERVICE GROUP TO RESOLVE MOTION TO STAY ARBITRATION; ORDER  
THEREON



1 the parties' contract does not provide for arbitration without the express written consent of  
2 AMEC) and Count 5 of AMEC's claim for relief in the complaint for injunctive relief.

3 (2) Upon approval of this stipulation by the Court, and entry of and order as provided  
4 below, AMEC shall request the court take the Motion to Stay Arbitration off calendar.

5 DATED: September 19, 2013

KILPATRICK TOWNSEND & STOCKTON LLP

6  
7 By: \_\_\_\_\_  
8 DOUGLAS M. MCMANAMON

9 Attorneys for Plaintiff  
10 AMEC ENVIRONMENT & INFRASTRUCTURE,  
11 INC.

12 DATED: September 19, 2013

ROGERS, JOSEPH, O'DONNELL

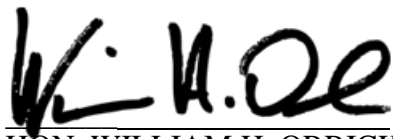
13  
14 By: \_\_\_\_\_  
15 PATRICIA A. MEAGHER

16  
17 **PURSUANT TO THE PARTIES' STIPULATION, IT IS ORDERED THAT**

18 arbitration between the parties is STAYED pending this Court's ruling on Count 3 of AMEC's  
19 claim for relief in the complaint (Declaratory judgment that the parties' contract does not provide  
20 for arbitration without the express written consent of AMEC) and Count 5 of AMEC's claim for  
21 relief in the complaint for injunctive relief.

22 IT IS SO ORDERED.

23  
24 Dated: September 19, 2013

25   
26 HON. WILLIAM H. ORRICK  
27 UNITED STATES DISTRICT JUDGE  
28

STIPULATION BETWEEN AMEC ENVIRONMENT & INFRASTRUCTURE, INC. AND  
SPECTRUM SERVICE GROUP TO RESOLVE MOTION TO STAY ARBITRATION; ORDER  
THEREON

